

EXHIBIT 5

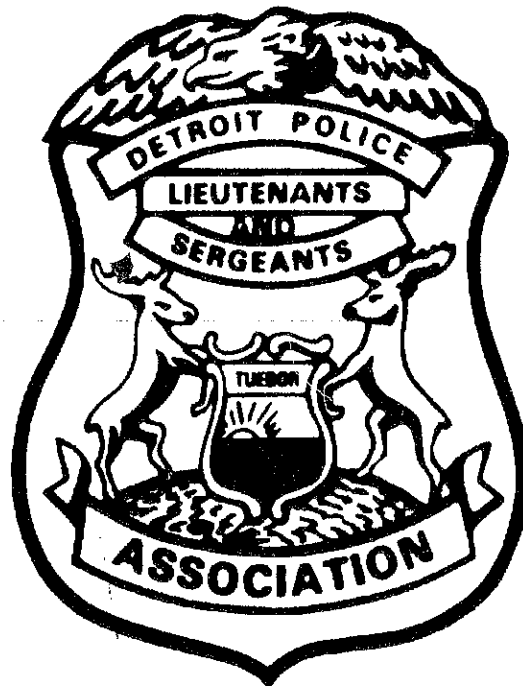
MASTER AGREEMENT

BETWEEN THE

CITY OF DETROIT

AND THE

DETROIT POLICE LIEUTENANTS AND SERGEANTS ASSOCIATION



2001-2006

- J
- B. Lockers and desks shall not be opened for inspection except in the presence of the officer or a representative designated by him for that purpose. In the event the officer or his designee refuses to be present the Department shall thus have the right to inspect the locker or the desk after notification to the commanding officer of the refusal.
 - C. Nothing in this Agreement shall abridge the rights and preferences of veterans, and members and retirees of the armed forces reserves, as provided by federal, state and local laws and rules and regulations.
 - D. An employee shall not be required to use his privately owned vehicle for any police purpose.
 - E. Employees are urged to keep their commanding officers informed of where they can be reached whenever they are out of town off duty for periods of 48 hours or less. For absences of longer periods, employees must so inform their commanding officers.
 - F. Effective July 1, 1981, members of the bargaining unit may participate in the Deferred Compensation plan and direct deposit programs offered by the City.
Effective July 1, 1997, members of the bargaining unit may participate in the Aetna Deferred Compensation Plan.
 - G. If during the term of this Agreement, a federal mandatory social security act is enacted affecting members of the bargaining unit, the parties shall promptly enter into negotiations toward the implementation of said act.
 - H. **Lump Sum for Banked Time:** Whenever an employee leaves employment with the City, such employee will be paid for all banked time, other than sick time, in a lump sum payment within thirty (30) calendar days of the separation, at the prevailing rate of pay in effect at the time of the separation. This includes, but is not limited to separation with a deferred vested pension or under a disability. Late lump sum payments (greater than thirty days) will include interest at the Michigan Judgment Interest Rate as described in MCL 600.6013 (6).
 - I. Where an employee is overpaid hours or is paid other than the current negotiated rate for the classification in which he has worked, the City is expressly authorized to recover such overpayment through a deduction from the employee's wages.
 - J. For employees hired after March 31, 1986, the employee and the City of Detroit are required to contribute the hospitalization insurance portion of the Social Security Tax. (In calendar year 2003 the tax is 1.45%).
 - K. **Compensatory Time Banks:** With respect to classifications subject to the Fair Labor Standards Act (FLSA), compensatory time shall be separated into two (2) categories, which shall be reported on the employee's bi-weekly paycheck statement. The first category shall reflect compensatory time accumulated prior to April 15, 1986 and shall reflect excused time as described in Article 37- F. The second category shall include compensatory time earned on or after April 15, 1986. Compensatory time in the second category shall be limited to a total of four hundred eighty (480) hours or whatever limitation may hereafter be imposed by law.

the end of six months providing no further corrective action has been necessary since the initial counseling session with the member.

4. **Continued Pattern of Regularity in the Use of Sick Leave Benefits:** If counseling does not produce improve attendance, and the commanding officer, after meeting with the member, determines that no satisfactory reason exists which would justify said continued regularity in sick leave usage, the commanding officer shall personally serve the member with a Notice of Regularity in the Use of Sick Leave Benefits, D.P.D. 350, and forward the necessary copies as outlined on the form. The commanding officer shall inform the member of the requirement to obtain documentation of the illness or of the illness of a family member, which necessitates the member's absence from work. This documentation shall consist of a statement from a physician concerning the illness for each sick day taken during the next three month period. This requirement must be strictly adhered to during said period of time, except where the commanding officer is convinced that a reasonable basis exists for not requiring a physician's note in conjunction with a particular absence. The member will also be advised that said physician's documentation shall be submitted on D.P.D. 350-A, or an equally detailed doctor's note, and shall be presented to the member's section commanding officer within three days after returning to duty. This documentation is subject to the review of the Department physician. Commanding officers shall ensure that the copy of D.P.D. 350-A, which is submitted by the member is forwarded to the Medical Unit forthwith for retention.

An employee unable to perform police duties because of injury or while recuperating from an illness may absent himself from his home while sick. This right shall not apply to an employee who has been properly served with D.P.D. 350-A and is under the provisions of D.P.D. 350 as stated above. Such an employee, if being carried sick for any reason set forth in Article 35, B of this Agreement must secure permission from the officer in charge of the unit to which he is assigned, or if his unit is closed, the precinct in which he resides, to absent himself from his place of confinement. This restriction does not apply on leave days or non-duty hours.

No member shall be required to substantiate his illness or that of a member of his immediate family with respect to medical verification until the Department has complied with the provisions of this Article.

The commanding officer shall further advise the member that failure to satisfactorily comply with the regulation will result in the designation of each working day taken as "Sick" to "Absent No Pay." The commanding officer shall also advise the member that unless attendance improves, disciplinary action may be imposed.

5. **Improved Attendance:** A member placed on a D.P.D. 350 will have his attendance reviewed on a quarterly basis and will be removed from the restrictions of the provision upon a showing of improved attendance within the meaning of the following definition.

"Improved attendance" as used herein shall mean that the member has consistently and reliably demonstrated the capacity to provide proper and sustained attendance within the meaning of this Article. For purposes of interpreting the preceding sentence, the word "sustained" shall be construed to mean an improvement, which demonstrates that the abuse has been eliminated.

- f. In the event that the Union and the City are unable to reach agreement upon the medical facility to perform the functions described in paragraph 6.a. or the TPA to perform the functions described in paragraph 6.d. of this section, within thirty (30) days after a vacancy occurs, each shall nominate one choice as its selection and after reviewing any materials submitted and considering any arguments advanced by the parties in support of their respective nominations, a member of the DRRB shall decide which of the two nominees shall serve as the medical facility or the TPA.
- 7. The Board of Trustees shall not act upon or grant the application filed by an officer who, although he is not capable of performing the full duties of a police officer, has not suffered any diminishment of his base wages or benefits because he is either:
 - a. regularly assigned to a position, the full duties of which he is capable of performing; or
 - b. assigned to a restricted duty position, unless the Police Department advises that it intends to seek a disability retirement for the officer in the foreseeable future.
- 8. The provisions in paragraph 7 above are not intended to and will not:
 - a. affect the officer's right to seek a disability retirement when no restricted duty position is available; or
 - b. restrict in any way the existing authority of the Chief of Police to seek a duty or non-duty disability retirement for an officer or for that officer at that time to request a duty or non-duty disability retirement.
- O. **DROP Plan.** Effective July 1, 2003, a Deferred Retirement Option Program (DROP) plan option shall be made available as a retirement option with the following features:
 - 1. To participate in the program a member must have at least twenty-five (25) years of active service with the City as a member of the Policemen and Firemen Retirement System.
 - 2. There will be no limit on the number of years a member may participate in the program.
 - 3. If a member is injured to the point that the member is disabled and placed off on a duty disability per the Retirement System, the member will revert to his/her regular pension.
 - 4. A DROP accumulation account will be established with an outside investment company chosen by the Union.
 - 5. The amount paid into the DROP accumulation account shall be 75% of the member's regular retirement allowance plus the annual escalator ($2.25\% \times \text{the full regular retirement allowance} \times 75\%$).
 - 6. Once a member has chosen to place his/her DROP proceeds into the DROP accumulation account, the member shall not be allowed to remove those funds until the member permanently retires.